EXHIBIT 2

SUPREME COURT
NEW YORK STATE **DELAWARE COUNTY**

David McClung

Plaintiff

Vs.

Credit Acceptance Corporation
John Does 1-5

Defendant

Index No. 2014-00901

COMPLAINT

Jury Trial Demanded

Albany County }
New York State } ss:

David McClung, the Plaintiff in this action, complains of the defendant by alleging and showing that:

NATURE OF ACTION

1. This is an action to enforce the New York State General Business Law § 349, and other state claims.

JURIDICTION AND VENUE

2. Venue is proper in this county as the acts and transactions that give rise to this action occurred, in substantial part, in this county. Venue is also proper in this district because plaintiff lives in this county, defendant conducts business in this county and the injury occurred in this county.

PARTIES

3. At all relevant times:

a. I am and was a resident of Margaretville, Delaware County, New York State.

b. I am a" consumer" as that term is used and understood in New York law.

4. Upon information and belief, at all relevant time, the defendant **Credit Acceptance Corporation (CACC):**

a. is a Michigan corporation authorized to do business in New York State;

b. is in the business of making, buying, servicing and collecting retail installment sales contracts (i.e., car loans) to individual consumers;

c. Is also in the business of collecting and servicing consumer debt for others by use of the mail, telephone, and the courts of New York and other means of interstate commerce.

5. "John Doe 1-5" are people or entities who participated in the actions set forth below whose present identities are unknown to plaintiff.

FACTUAL ALLEGATIONS

6. On or about 6/17/2011, I bought a used car from Kingston Nissan. I put $2800.00 down and financed $14,000.00, payable in 57 monthly payments of $425.29 each, principal and interest at the rate of 24.99% included, starting 7/17/2011, as represented by a retail installment sales contract ("Contract").

7. As part of the Contract, I gave Kingston Nissan a security interest in the car in case I failed to make the payments.

8. Also as part of the Contract, I and Kingston Nissan agreed that I would not be responsible for any "GAP" amount in the event the car was , *inter alia*, totaled. In other words, the Contract provided that if the car was totaled in an accident and the insurance proceeds were less than the amount still due on the car loan, I would not be responsible for that difference.

9. However, at no time did Kingston Nissan offer me the chance to purchase a "GAP" policy in my name.

10. Instead, in return for the promise, as part of the money I paid for the car, I paid a premium for "GAP waiver " insurance coverage in the lender's name that would pay the lender for any difference in such an event. Though I paid for this, I never received a copy of the insurance contract and assume it was issued to Kingston Nissan or CACC.

11. A copy of the Contract with the GAP coverage addendum is attached as Exhibit 1.

12. The Contract says the contract between Kingston Nissan and me was assigned to defendant.

13. As I am informed and believe, in all its programs with dealers, CACC provides dealers like Kingston Nissan the ability to offer "GAP" insurance or "GAP waiver coverage" to consumers through CACC's relationships with third party product providers. The defendant's third party product providers process claims on GAP contracts or GAP waiver contracts that are underwritten by third party insurers. Credit Acceptance received a fee for the GAP waiver Kingston Nissan sold to me. The fee was included in the retail price of the GAP contract added to my Contract.

14. As I also am informed and believe, CACC's agreement the third party insurance providers who placed the GAP waiver insurance on my car allows CACC to receive profit sharing payments depending on the performance of the GAP waiver program. In other words, as I am informed and believe, CACC receives money from the GAP insurance provider for policies on which CACC doesn't make a claim.

15. On or about 3/16/13, the car I bought from Kingston Nissan was declared a total loss after an accident.

16. My last payment was made in February 2013. The car was totaled before the March payment was due.

17. As I am informed and believe, my own insurance company paid CACC the amount covered under my collision policy.

18. I assumed that was the end of it, confident that both my contractual agreement and the GAP waiver would take care of anything else due.

19. But then, on or about 10/01/13, CACC had Stephen Einstein & Associates PC sue me in the Supreme Court for Delaware County for the amount of $2,222.16.

20. A true copy of the summons and complaint filed and served on me is attached as Exhibit 2.

21. The subject of the lawsuit was an alleged car loan debt, being an alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, or services are primarily for personal, family, or household purposes, hence a "debt" as that term is defined by the FDCPA.

22. As I am informed and believe, the amount claimed in the lawsuit was the difference between what I owed on the loan to Kingston Nissan and the amount my insurance company had paid CACC after the car was totaled.

23. As I am informed and believe, CACC deliberately sued me instead of claiming against the GAP waiver policy so it would not lose the profit-sharing dollars it would win from the insurer for not making a claim.

24. In the alternative, as I am informed and believe:

a. Kingston Nissan and/or CACC took money from me for the GAP waiver coverage but never bought the policy, or

b. The GAP policy did not cover the difference between the loan balance and what my insurance company paid on the totaled vehicle, such policy then being illegal under the law.

25. In other words, CACC sued me for one or more of the reasons set forth in paragraphs 22 and 23.

26. Because I was sued, I had to hire a lawyer to defend me from CACC's lawsuit.

27. Later, after my lawyer contacted Stephen Einstein & Associates, P.C. and informed it about the GAP waiver policy, CACC withdrew its action.

28. To compound the problem. CACC reported the account to the credit reporting agencies, ie., TU, EX, EQ, that I owed them $2222 when, in fact, I owe them nothing.

29. Because of their inaccurate reporting, I have been turned down for credit and my credit score has suffered without cause.

30. As a result, I was anguished, anxious, angry, nervous, afraid of losing money, unable to sleep, emotionally fitful, felt abused by Credit Acceptance for no reason, humiliated, unnerved, distracted in my work and insecure in my other activities of daily life, feelings which have persisted from October 1, 2013 to this day.

CLAIM 1

(Violation of NYS General Business Law §349)

31. I repeat the allegations of the preceding paragraphs.

32. Credit Acceptance Corporation has acted with a pattern and practice of deception in its business pursuit of collecting car loans from me and hundreds of others like me who reside in this District from 10/1/2011 to date.

33. Such acts, i.e., inducing consumers to purchase GAP insurance so that it could obtain a fee there without ever intending to claim against it, failing to tell consumers who purchase such GAP waiver provisions that CACC would get a fee therefore for both the purchase and as a "profit-sharing" with the insurance company who wrote the policy if no claim was made against it, trying to hold me liable for insured sums to protect such "profit-sharing", seeking a sum of money they may not legally charge me nor that I legally may owe, using the coercive power of the law to do so and otherwise acting in bad faith, thus creating a false, misleading and deceptive position that I would owe no money if the car was totaled when CACC never intended it as such (or that the GAP waiver did not, in fact, cover the complete loss to CACC and it knew or had reason to know it would not), creating a false, misleading and deceptive position that the only avenue of relief was to pay the amount plaintiff demanded when Credit Acceptance Corporation knew or was in the better position to know I and other consumers like me were insured for losses and had no reason to be sued, then placing a negative item on my credit report when it knew or should have

known I owed it nothing, are false and/or deceptive in a material way as plaintiff could not otherwise collect such money from consumers like me without them, and their effect is to dupe consumers into defending unnecessary lawsuits or paying sums they are not required to pay, thus are material practices of deceit.

34. CACC's deception was, on information and belief, knowing and intentional.

35. Such deception happened and happens, as I am informed and believe, every time CACC sought or seeks collection of a balance from an auto loan consumer who has gap insurance coverage or a GAP waiver provision/covereage as part of his or her contract.

36. I , and others who have received or acted on such conduct perpetrated by plaintiff, have been damaged.

CLAIM 2

(Breach of the implied covenant of good faith and fair dealing)

37. I repeat the allegations of the preceding paragraphs.

38. Plaintiff's willful and intentional actions, i.e., ignoring the GAP amendment to the Contract and the waiver policy I paid for, trying to hold me liable for alleged sums in violation of the contract, suing me rather than collecting from the gap policy it placed and I paid for so as to protect its pecuniary interest in the policy rather than protect me, placing a negative item on my credit report when it knew or should have known I owed it nothing, and otherwise acting in bad faith, deprived me of my benefit under the agreement

and law, and violates the covenant of good faith and fair dealing implied by the retail installment contract.

39. As a result I have been damaged as set forth above.

CLAIM 4

(tort)

40. I repeat the allegations of the preceding paragraphs.

37. Plaintiff, as assignee of the retail installment contract between me and Kingston Nissan, whether or not it merely serviced the Contract or actually owned it, had a duty to me.

38. Plaintiff failed to perform the this duty by failing to act in a careful, mindful and diligent manner to recover the difference between my insurance proceeds and the loan balance from the GAP waiver policy it placed and I paid for and thus did not act with fidelity to the contract, but on the contrary acted with carelessness, indifference, unconcern, unsympathy and benign contempt for my rights under the Contract by suing me rather than collecting from the GAP policy.

39. As a result, I have been damaged as set forth above.

CLAIM 5

(Abuse of Process)

41. I repeat the allegations of the preceding paragraphs.

42. Defendants' act of suing me for a balance I did not owe was wrong, and without legal justification.

43. But in so acting, CACC was prompted by a profit motive to recover money that contractually was to be recovered through the GAP waiver policy I paid for and not from me, to double recover by collecting from me and getting a commission for not collecting from the GAP waiver policy;

44. As a result I have been damaged as stated above.

DEMAND FOR JURY TRIAL

I ask for a jury trial of all issues.

WHEREFORE, I ask the Court for judgment:

a. declaring the actions of defendants in violation of NYS GBL 349, the federal and state Fair Credit Reporting Acts;

b. awarding me actual damages as proven at trial for each claim;

c. awarding me statutory damages as allowed by law;

d. awarding me actual, statutory, and punitive damages on the second Claim;

e. awarding me actual, consequential and punitive damages on the third Claim;

f. awarding me actual, consequential and punitive damages on the fourth Claim;

g. awarding me costs and disbursements of this action, and reasonable attorney's fees as allowed by law (including, but not limited to, New York GBL 349 and New York GOL 5-327) , and

h. such other, further and different relief as the Court finds proper here.

DATED: 6/01/14

ANTHONY J PIETRAFESA ESQ.
Attorney for the Plaintiff
210 Bell Court
Schenectady NY 12303
518.218.0851
Fax: 518.514.1241
ajp@ajp1law.com

VERIFICATION

New York State }
Delaware ~~Albany~~ County } ss:

David McClung, being duly sworn, deposes and says: I the plaintiff in this action, I have read the complaint, and the factual allegations contained in the complaint are true to my personal knowledge except for those based on my information and belief, and as to those I believe them to be true.

Sworn to and Subscribed
Before me on June 10, 2014

Notary Public

PATRICIA F. KELLY
NOTARY PUBLIC, STATE OF NY
CERT. FILED IN DELAWARE CNTY
COMMISSION EXPIRES JULY 31, 20 14

EXHIBIT 1

RETAIL INSTALMENT CONTRACT

BUYER(S)	CREDITOR-SELLER
NAME [illegible]	NAME [illegible]
NAME	ADDRESS [illegible]
ADDRESS [illegible]	CITY [illegible] STATE [illegible] ZIP [illegible]
CITY [illegible] STATE NY ZIP [illegible]	ACCOUNT NO.

"You" and "Your" mean each Buyer above, jointly and severally. "Us", and "We" mean Creditor-Seller and Creditor-Seller's assignee. You may buy the Vehicle described below for cash or credit. The cash price is shown below as the "Cash Price". The credit price is shown below as "Total Sale Price". You have agreed to buy the Vehicle from Us on credit for the Total Sale Price. You acknowledge delivery and acceptance of the Vehicle in good condition and repair. You promise to pay Us all amounts due under this Retail Instalment Contract ("Contract"), including the Total Sale Price, in accordance with the payment schedule shown in the Truth in Lending Disclosures below. You also agree to the terms and conditions below (including the Truth in Lending Disclosures) and on the reverse side of this Contract. You agree to pay Us a credit service charge at the Annual Percentage Rate shown below. The Annual Percentage Rate may be negotiable with Us.

New or Used	Year	Make	Model	Body Style	Vehicle Identification Number	Odometer Reading
USED	2005	NISSAN	XTERRA	[illegible]	5N1AN08W55C613597	93324

COLOR:	EXTRA EQUIPMENT: (Describe)
[illegible]	

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of Your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost You.	Amount Financed The amount of credit provided to You or on Your behalf.	Total of Payments The amount You will have paid after You have made all payments as scheduled.	Total Sale Price The total cost of Your purchase on credit, including Your down payment of $ 2371.00 is
24.99 %	$10127.13	$14114.40	$24241.53	$26612.53

Payment Schedule: Your payment schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
57	$ 425.29	JULY 17th, 2011 and same date of each following month.

Insurance
Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless You sign and agree to pay the additional cost. The term of the insurance shall be the same as the term of Your Contract.

Type	Premium	Signature
Credit Life	$ N/A	I want credit life insurance. *Signature of Buyer Requesting Only Life Insurance* *Signature of Buyer Requesting Only Life Insurance*
Credit Disability	$ N/A	I want credit disability insurance. *Signature of Buyer Requesting Life and Disability Insurance*

Security: You are giving a security interest in the goods or Vehicle being purchased.
Late Charge: If a payment is more than 10 days late, You will be charged 5% of the payment.
Prepayment: If You pay off early, You may be entitled to a refund of part of the Finance Charge.
Additional Information: See below and the other side of this contract for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED

1. **Cash Price** (including accessories and improvements to the Vehicle) .... $ [illegible] (1)
2. Sales Tax .... $ [illegible] (2)
3. Down Payment Calculation: **Cash Down Payment** .... $ 2371.00 (A)
   Trade-In Description: Gross Trade-In .... $ N/A (B)
   Make: ______ Payoff Made by Seller
   Model: ______ to: N/A $ N/A (C)
   Net Trade-In (If negative number, insert "0" in line 3(D) and itemize difference in 5(F) below) (B-C) .... $ N/A (D)
   Total Down Payment .... (A + D) $ [illegible] (3)
4. **Unpaid Balance of Cash Price** (1 + 2 less 3) .... $ [illegible] (4)

5. Other Charges Including Amounts Paid to Others on Your Behalf:
   ***(NOTICE: A portion of these charges may be paid to or retained by Us.)**
   A. Cost of Required Physical Damage Insurance Paid to Insurance Company* .... $ [illegible] (A)
   B. Cost of Optional Extended Warranty or Service Contract Paid To [illegible] *$ [illegible] (B)
   C. Cost of Optional Credit Life Insurance Paid to Insurance Company* .... $ [illegible] (C)
   D. Cost of Optional Credit Disability, Accident and Health Insurance Paid to Insurance Company* .... $ [illegible] (D)

USED CAR BUYERS GUIDE. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Interest After Maturity. You further agree to pay Us a credit service charge at the Annual Percentage Rate stated on front of this Contract or at the highest rate permitted by applicable law, on any amounts that remain unpaid after maturity of this Contract. For the purposes of this provision, maturity means the earlier of the date Your final payment is due or the date We accelerate the Contract.

Judgment Rate. Interest on any judgment awarded on this Contract will be at 9% or at the highest rate permitted by applicable law.

Governing Law. The terms of this Contract are governed by the law of the state of the Seller's address shown on the front of this Contract, except to the extent preempted by applicable federal law.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ARBITRATION CLAUSE

This Arbitration Clause describes how a Dispute (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. In this Arbitration Clause, "We" and "Us" mean Seller and/or Seller's assignee (including, without limitation, Credit Acceptance Corporation) or their employees, assignees, or any third party providing any goods or services in connection with the origination, servicing and collection of amounts due under the Contract if such third party is named as a party between You and Us. "You" and "Your" means each Buyer named above.

A "Dispute" is any controversy or claim between You and Us arising out of or in any way related to this Contract, including, but not limited to, any default under this Contract, the collection of amounts due under this Contract, the purchase, sale, delivery, set-up, quality of the Vehicle, advertising for the Vehicle or its financing, or any product or service included in this Contract. "Dispute" shall have the broadest meaning possible, and includes contract claims, and claims based on tort, violations of laws, statutes, ordinances or regulations or any other legal or equitable theories. Notwithstanding the foregoing, "Dispute" does not include any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed or appealed to a different court. "Dispute" does not include any repossession of the Vehicle upon Your default and any exercise of the power of sale of the Vehicle under this Contract or any individual action by You to prevent Us from using any such remedy, so long as such individual action does not involve a request for monetary relief of any kind.

If a Dispute arises, the complaining party shall give the other party a written Dispute Notice and a reasonable opportunity, not less than 30 days, to resolve the Dispute. Any Dispute Notice to You will be sent in writing to the address on this Contract (or any updated address You subsequently provide to Us). Any Dispute Notice to Us must be sent by mail to: Credit Acceptance, Attn: Corporate Legal, 25505 West Twelve Mile Road, Suite 3000, Southfield, Michigan 48034-8339 (or any updated address We subsequently provide to You). Any Dispute Notice You send must give Your Account Number, telephone number and address. Any Dispute Notice must explain the nature of the Dispute and the relief that is demanded. The complaining party must reasonably cooperate in providing any information about the Dispute that the other party reasonably requests.

Either You or We may require any Dispute to be arbitrated and may do so before or after a lawsuit has been started over the Dispute or with respect to other Disputes or counterclaims brought later in the lawsuit. If You or We elect to arbitrate a Dispute, this Arbitration Clause applies. A Dispute shall be fully resolved by binding arbitration. Judgment on the arbitration award may be entered in any court with jurisdiction. The arbitrator shall decide whether a particular Dispute is subject to arbitration and any question as to the enforceability of all or part of this Arbitration Clause, except that the validity and effect of the Class Action Waiver (defined below) may be determined only by a court and not by an arbitrator. All statutes of limitation which otherwise would apply to an action brought in court will apply in arbitration. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and attorneys' fees and costs.

You and We voluntarily and knowingly waive any right to a jury trial. You and We agree that all Disputes must be resolved on an individual basis through arbitration and that representative actions, such as class actions, are prohibited (this is referred to below as the "Class Action Waiver"), and regardless of any statements in this Arbitration Clause that state otherwise, the validity and effect of the Class Action Waiver may only be determined by a court and not by an arbitrator. In the event there is an agreement to arbitrate claims or disputes that conflicts with this Arbitration Clause, whether such agreement is executed before, at the same time, or after this Arbitration Clause, the terms of this Arbitration Clause shall control any and all Disputes between You and Us.

Notwithstanding the foregoing, We retain the right to repossess the Vehicle upon Your default and to exercise any power of sale under this Contract. If any provision of this Arbitration Clause other than the Class Action Waiver is invalid or unenforceable under the Federal Arbitration Act or any other applicable law, the invalid or unenforceable provision shall be inapplicable and deemed omitted, but shall not invalidate the rest of this Arbitration Clause, and shall not diminish the parties' obligation to arbitrate Disputes subject to this Arbitration Clause. In the event that the Class Action Waiver is determined to be invalid or unenforceable, then, subject to the right to appeal such a ruling, this entire Arbitration Clause (except for this sentence) shall be null and void.

Whoever first elects arbitration may choose to arbitrate under the rules and procedures of either JAMS or the American Arbitration Association; however in the event of a conflict between these rules and procedures and the provisions of this Arbitration Clause, You and We agree that this Arbitration Clause governs for that specific conflict. You may obtain the rules and procedures, information on fees and costs (including waiver of the fees), and other materials, and may file a claim by contacting the organization of Your choice. The addresses and websites of the organizations are: JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com; and American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York 10017-4605, www.adr.org. If neither JAMS nor the American Arbitration Association is able or willing to serve, and You and We can't otherwise agree on a substitute administrator or arbitrator, then a court with appropriate jurisdiction shall appoint an arbitrator. We will consider any good faith request You make to Us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if You cannot obtain a waiver of such fees from the administrator and We will not seek or accept reimbursement of any such fees. We will bear the expense of our attorneys, experts and witnesses, except where applicable law and this Contract allow Us to recover attorneys' fees and/or court costs in a collection action We bring. You will bear the expense of Your attorneys, experts and witnesses if We prevail in an arbitration. However, in an arbitration You commence, We will pay Your fees if You prevail or if We must bear such fees in order for this Arbitration Clause to be enforced. Also, We will bear any fees if applicable law requires Us to. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve the Dispute based on the papers submitted by You or Us and/or through a telephonic hearing. However, any arbitration hearing that You attend will take place at a location that is reasonably convenient to You. Notice of the time, date and location shall be provided to You and Us under the rules and procedures of the arbitration organization selected.

The arbitrator's decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act, 9 U.S.C. §§ 1 et. Seq. ("FAA"). However, if the amount of the Dispute exceeds $50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding $50,000, any party can appeal the award to a three-arbitrator panel administered by the Administrator, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Clause to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the section of this Arbitration Clause which describes who will bear the costs for the initial proceeding before a single arbitrator.

It is expressly agreed that this Contract evidences a transaction in interstate commerce. This Arbitration Clause is governed by the FAA and not by any state arbitration law.

Your Right to Reject: If You don't want this Arbitration Clause to apply, You may reject it by mailing Us at P.O. Box 5070, Southfield, Michigan 48086-5070 a written rejection notice which describes the Contract and tells Us that You are rejecting this Arbitration Clause. A rejection notice is only effective if it is signed by all buyers, co-buyers and cosigners and the envelope that the rejection is sent in has a post mark of 30 days or less after the date of this Contract. If You reject this Arbitration Clause, that will not affect any other provision of this Contract or the status of Your Contract. If You don't reject this Arbitration Clause, it will be effective as of the date of this Contract.

ASSIGNMENT

FOR VALUE RECEIVED, Seller hereby assigns and transfers all Seller's right, title and interest in and to this Contract, and in and to the Vehicle described herein, to CREDIT ACCEPTANCE CORPORATION ("Assignee"), its successors and assigns, pursuant to and in accordance with the terms and conditions set forth in the existing dealer agreement between Seller and Assignee in effect on the date hereof. Seller gives Assignee full power, either in Assignee's name or in Seller's name, to take all actions which Seller could have taken under this Contract. In order to induce Assignee to accept assignment of this Contract, Seller represents and warrants to Assignee as set forth in the existing dealer agreement.

NEW YORK CREDIT ACCEPTANCE CORPORATION (6-10)

© 2010 Credit Acceptance Corporation.
All Rights Reserved.

Total Down Payment .... (A + D) $ ________ (3)

4. Unpaid Balance of Cash Price (1 + 2 less 3) .... $ ________ (4)

5. Other Charges Including Amounts Paid to Others on Your Behalf:
*(NOTICE: A portion of these charges may be paid to or retained by Us.)
A. Cost of Required Physical Damage Insurance Paid to Insurance Company* .... $ ________ (A)
B. Cost of Optional Extended Warranty or Service Contract Paid To ________ *$ ________ (B)
C. Cost of Optional Credit Life Insurance Paid to Insurance Company* .... $ ________ (C)
D. Cost of Optional Credit Disability, Accident and Health Insurance Paid to Insurance Company* .... $ ________ (D)
E. Cost of Fees Paid to Public Officials for Certificate of Title, License and Registration .... $ ________ (E)
Other Charges (Seller must identify who will receive payment and describe purpose)*
F. to ________ for lien or lease payoff .... $ ________ (F)
G. to ________ for ________ $ ________ (G)
Total of Other Charges and Amounts Paid to Others on Your Behalf .... $ ________ (5)

6. Less Prepaid Finance Charge .... $ ________ (6)

7. Amount Financed - Unpaid Balance (4 + 5 less 6) .... $ ________ (7)

PROPERTY INSURANCE: You must insure the Vehicle securing this Contract. You may purchase or provide the insurance through anyone You choose who is reasonably acceptable to Us. The collision coverage deductible may not exceed $500. If You get insurance from or through Us, You will pay $ ________ for ________ of coverage. The policies or certificates issued by the insurance company will describe the terms and conditions of coverage. The premium is as follows:

- ☐ $ ________ Deductible, Collision Coverage $ ________
- ☐ $ ________ Deductible, Comprehensive Coverage $ ________
- ☐ Fire-Theft and Combined Additional Coverage $ ________
- ☐ ________ $ ________

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGES CAUSED TO OTHERS IS NOT INCLUDED.

OPTIONAL EXTENDED WARRANTY OR SERVICE CONTRACT: Although You are not required to purchase an optional extended warranty or service contract as a condition of purchasing this Vehicle on credit, by initialing below You are indicating that You voluntarily elect to buy an optional extended warranty or service contract covering the repair of certain major mechanical breakdowns of the Vehicle and related expenses. Refer to the optional extended warranty or service contract for details about coverage and duration.
Optional Extended Warranty or Service Contract Price $ ________ Your Initials X ________ Term ________ Company ________

ARBITRATION NOTICE: PLEASE SEE THE REVERSE SIDE OF THIS CONTRACT FOR INFORMATION REGARDING THE ARBITRATION CLAUSE CONTAINED IN THIS CONTRACT.

ADDITIONAL TERMS AND CONDITIONS: THE ADDITIONAL TERMS AND CONDITIONS, INCLUDING THE ARBITRATION CLAUSE SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the credit service charge. 4. According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

You agree to the terms of this Contract and acknowledge that You received a copy of this Contract with all blanks filled-in and that You have read it and understand it.

RETAIL INSTALMENT CONTRACT

Buyer's Signature: X ________ Buyer's Signature: X ________

Seller: ________ By: ________ Title: ________

This Contract is signed by the Seller and Buyer(s) hereto this ________ day of ________

NOTICE OF ASSIGNMENT: The Seller has assigned this Contract to Credit Acceptance Corporation in accordance with the terms and conditions set forth on reverse side of this Contract. This assignment is without recourse. You must make all future payments to: CREDIT ACCEPTANCE CORPORATION, 25505 WEST TWELVE MILE ROAD - SUITE 3000, SOUTHFIELD, MICHIGAN 48034-8339, 1-(800)-634-1506.

Seller: ________ By: ________ Title: ________

NEW YORK CREDIT ACCEPTANCE CORPORATION (8-10)
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All Rights Reserved.

Credit Acceptance
We change lives!

005919587-1

ADDENDUM

06/17/2011
DATE

NEW YORK VEHICLE RETAIL INSTALLMENT CONTRACT
("CONTRACT")

The following section D-1 is added to the back page. "Additional Agreements", of the above referenced Contract. In the event that any provision herein conflicts with any of those in Contract, the provision herein shall govern. Otherwise, the terms and conditions stated in the Contract shall remain in full force and effect.

D-1. THEFT, CONFISCATION AND DESTRUCTION: Gap Waiver: If the vehicle is lost due to theft, confiscation, or destruction, you WILL NOT owe the difference between (a) the Net Unpaid Balance at the time of theft, confiscation, or destruction and (b) the Actual Cash Value of the vehicle. You will, however, pay the Creditor (a) the Actual Cash Value of the vehicle plus (b) all the amounts due under this Contract. You shall have no further obligations under this Contract in the event the vehicle is lost due to theft, confiscation, or destruction.

The Net Unpaid Balance is the unpaid principal balance of the Contract plus earned finance charges. Actual Cash Value of the vehicle will be the value of the vehicle immediately prior to its theft, confiscation, or destruction as determined by your insurance company, or in the event the required insurance is not in effect, the vehicle¿s retail value determined by the applicable vehicle appraisal guide published by the N.A.D.A. Official Car Guide Company.

By signing below, Buyer acknowledges receipt of a true and completed copy of this Addendum at the time of execution.

Buyer: [signature]
David E Mcclung

By signing below, Seller accepts this Addendum.

Seller: [signature]
Kingston Nissan

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25505 West Twelve Mile Road
Southfield MI 48034
www.creditacceptance.com
(248) 353-2700

EXHIBIT 2

Date purchased:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DELAWARE X

INDEX №: 2013 975

SUMMONS

Credit Acceptance Corporation
Plaintiff,

-against-

David McClung

Defendant(s).

Plaintiff's Address:
25505 West Twelve Mile Rd.,
Suite 3000
Southfield MI 48034

The basis of Venue is
CPLR Sec. 503(f)
Defendant resides in
County of: DELAWARE
Consumer Credit Transaction

Defendant(s) Address:
DEF.#1 - 1500 Jones Hollow Rd, Margaretville NY 12455

Delaware County Clerk
Document Number 216119
10/01/2013 10:31:34 AM

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff's Attorney(s) within 20 days after the serve of this summons, exclusive of the day of service for within 30 days after service is complete if this summons is not personally delivered to you within the State of New York; and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

We are attorneys attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: September 5, 2013

S.E ACCT. NO. 144176.001

☐ Stephen Einstein, Esq.
☒ Anthony Poulin, Esq.
Stephen Einstein & Associates, P.C.
Attorneys for the Plaintiff
20 Vesey Street, Suite 1406
New York, N.Y. 10007
(212) 267-3550

SR0000144176

2013 975

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DELAWARE

Credit Acceptance Corporation
Plaintiff,

-against-

David McClung

Defendant(s).

VERIFIED COMPLAINT

Delaware County Clerk
Document Number 216119
10/01/2013 10:31:34 AM

Plaintiff, by its undersigned attorneys, complaining of the Defendant(s), respectfully alleges that:

1. The Plaintiff is an active foreign entity that is duly authorized to transact business in the State of New York.

2. That the Defendant(s) reside(s) or has principal place of business in the County of DELAWARE.

3. That the Defendant(s) entered into retail installment contract financed by Plaintiff for purchase of an automobile on 06/17/2011.

4. That the Plaintiff has fully complied with all the terms and conditions of said contract.

5. That the Defendant(s) breached said contract by failing to make one or more payments when due.

6. That the Defendant(s) is in default of said contract, and there is currently due and owing the agreed upon balance of $2,222.16.

7. That the Plaintiff has duly demanded payment of same but said amount has not been paid.

WHEREFORE, Plaintiff demands judgment against the Defendant(s) in the sum of $2,222.16 with interest from 3/6/2013 plus the costs and disbursements of this action.

VERIFICATION: The undersigned, affirms under penalties of perjury, that he is a member of the firm appearing as attorney of record for the plaintiff, has read this complaint and knows its contents, and that the same is alleged upon information and belief and believes it to be true. Affirmant says that the grounds of his belief are documents received from the Plaintiff and/or pre-suit investigation. This verification is made by affirmant because plaintiff's place of business is located outside the county where affirmant maintains his law practice. Affirmed this 5th day of September, 2013.

☐ Stephen Einstein, Esq.
☒ Anthony Poulin, Esq.

S.E Acct. № 144176.001